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11 *Attorneys for Plaintiff, The Bank of New York Mellon fka The Bank of New York as Trustee for*  
12 *the Certificateholders of CWALT, Inc., Alternative Loan Trust 2007-5CB, Mortgage Pass-*  
13 *Through Certificates, Series 2007-5CB*

9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**

11 THE BANK OF NEW YORK MELLON FKA  
12 THE BANK OF NEW YORK AS TRUSTEE  
13 FOR THE CERTIFICATEHOLDERS OF  
14 CWALT, INC., ALTERNATIVE LOAN  
15 TRUST 2007-5CB, MORTGAGE PASS-  
16 THOUGH CERTIFICATES, SERIES 2007-  
17 5CB,

18 Plaintiff,

19 vs.

20 FIDELITY NATIONAL TITLE GROUP,  
21 INC.; FIDELITY NATIONAL TITLE  
22 INSURANCE COMPANY; DOES I through  
23 X; and ROES XI through XX,

24 Defendants.

Case No.: 2:21-cv-00529-KJD-VCF

**STIPULATION AND ORDER TO  
CONTINUE STAY OF CASE**

25 Plaintiff, The Bank of New York Mellon fka The Bank of New York as Trustee for the  
26 Certificateholders of CWALT, Inc., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through  
27 Certificates, Series 2007-5CB (“Plaintiff”) and Defendants Fidelity National Title Group, Inc.  
28 and Fidelity National Title Insurance Company (“Defendants”, and with Plaintiff, the “Parties”),  
by and through their undersigned counsel, hereby stipulate as follows:

1 This matter involves a title insurance coverage dispute wherein Plaintiff contends, and  
2 Defendants disputes, that the title insurance claim involving an HOA assessment lien and  
3 subsequent sale was covered by the subject policy of title insurance. There are now currently  
4 pending in the United States District Court for the District of Nevada and Nevada state courts  
5 more than one-hundred actions between national banks, on the one hand, and title insurers, on the  
6 other hand. In virtually all of these actions, the title insurer underwrote an ALTA 1992 or ALTA  
7 2006 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9  
8 and/or CLTA 115.2/ALTA 5 Endorsements.

9 This matter was previously stayed pending a Ninth Circuit appeal in *Wells Fargo Bank,*  
10 *N.A. v. Fidelity Nat'l Title Ins. Co.*, Ninth Circuit Case No. 19-17332 (District Court Case No.  
11 3:19-cv-00241-MMD-WGC) ("*Wells Fargo II*") [ECF No. 9], which resolved on November 21,  
12 2021.

13 The Parties have conferred and believe another limited six-month stay is warranted. The  
14 *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada Supreme Court Case No. 83737  
15 ("*PennyMac*") appeal remains pending. Additionally, there is another fully briefed appeal to the  
16 Nevada Supreme Court involving a similar coverage dispute in *Deutsche Bank Nat'l Trust Co. v.*  
17 *Fidelity Nat'l Title Ins. Co.*, Nevada Supreme Court Case No. 84161 ("*Deutsche Bank*"). Both  
18 *PennyMac* and *Deutsche Bank* are fully briefed, but oral argument has not been set. The Parties  
19 anticipate that the Nevada Supreme Court's decisions in the foregoing appeals may touch upon  
20 issues regarding the interpretation of policy and claims handling, that could potentially affect the  
21 disposition of the instant action.

22 Accordingly, the Parties believe an additional stay of six months in the instant action will  
23 best serve the interests of judicial economy. The Parties request that the action be stayed for an  
24 additional six months, through and including, July 27, 2023. The Parties are to submit a Joint  
25 Status Report on or before July 27, 2023. The Parties further agree that this stipulation and stay  
26 of this case is entered based on the specific circumstances surrounding this particular case, and  
27 that this stipulation shall not be viewed as a reason for granting a stay in any other pending matter.  
28

1           **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby  
2 stipulate and agree as follows:

- 3           1. In the interests of judicial economy and in efforts to preserve the Parties' resources,  
4           the Parties request that this action be **STAYED FOR AN ADDITIONAL SIX (6)**  
5           **MONTHS**, through and including, July 27, 2023.
- 6           2. All deadlines currently set in this case shall remain **VACATED**.
- 7           3. The Parties are to submit a Joint Status Report on or before July 27, 2023.
- 8           4. By entering into this Stipulation, none of the Parties is waiving its right to  
9           subsequently move the Court for an order lifting the stay in this action.
- 10          5. Notwithstanding this Stipulation, the Parties may continue to conduct third-party  
11          discovery (including by issuing and enforcing third-party subpoenas) to preserve  
12          evidence.

13           **IT IS SO STIPULATED.**

14          DATED this 7<sup>th</sup> day of February, 2023.

                DATED this 7<sup>th</sup> day of February, 2023.

15          WRIGHT, FINLAY & ZAK, LLP

                SINCLAIR BRAUN LLP

16          /s/ Lindsay D. Dragon

/s/ Kevin S. Sinclair

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22          Mellon fka The Bank of New York as

                Title Group, Inc. and Fidelity National Title

23          Trustee for the Certificateholders of

                Insurance Company

24          CWALT, Inc., Alternative Loan Trust 2007-

25          5CB, Mortgage Pass-Through Certificates,

26          Series 2007-5CB

27           **IT IS SO ORDERED.**

28          Dated this 9<sup>th</sup> day of February, 2023.



UNITED STATES DISTRICT JUDGE